PRAETORIAN TRAINING GROUP

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Effective October 26, 2026 · praetoriantg.com/release

NOTICE: THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY, A WAIVER OF CLAIMS, AN EXPRESS ASSUMPTION OF RISK, A COVENANT NOT TO SUE, AND AN INDEMNITY AND DUTY TO DEFEND. IT EXPRESSLY RELEASES, AND REQUIRES INDEMNIFICATION FOR, CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES. BY EXECUTING THIS AGREEMENT, PARTICIPANT RELINQUISHES SUBSTANTIAL LEGAL RIGHTS.

This Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (this "Agreement") is made by the undersigned participant ("Participant") in favor of Praetorian Training Group ("Praetorian") and the other Released Parties defined below. In consideration of Praetorian permitting Participant to enroll in and attend the Course identified in the signature block below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant agrees as follows. Execution of this Agreement is a condition precedent to participation in each Course; no Participant shall be permitted to train unless this Agreement has been executed for that Course.

1. DEFINITIONS

1.1 **"Participant"** means the individual executing this Agreement and, for purposes of the release, covenant and indemnity herein, also includes Participant's heirs, spouse, next of kin, executors, administrators, personal representatives, assigns, and any other person claiming by, through or on behalf of Participant, including any claim arising from Participant's injury or death.

1.2 **"Released Parties"** means Praetorian and its owners, members, managers, officers, directors, employees, instructors, assistant instructors, range safety officers, role players, medical personnel, volunteers, agents, independent contractors, affiliates, successors, assigns and insurers; the owners, operators, lessors and lessees of any range, facility, structure, vehicle course or real property at which Training is conducted; and any agency or organization that hosts Training, together with each of its officers, employees and agents.

1.3 **"Training"** means the Course and every class, block of instruction, demonstration, examination, qualification, practical exercise and scenario conducted in connection therewith, including classroom instruction, breaks, travel between training sites at Praetorian's direction, and the use of any facility, equipment, vehicle, firearm, tool, training door or product furnished by or on behalf of any Released Party.

1.4 **"Claims"** means any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, judgments, settlements, fines, penalties, costs and expenses of every kind, whether known or unknown, foreseen or unforeseen, in law or in equity, including reasonable attorney's fees, expert fees and costs of court.

2. ACKNOWLEDGMENT OF INHERENT RISKS

2.1 Participant acknowledges that the Training is realistic, physically strenuous and inherently hazardous, and may include, without limitation: live-fire exercises with handguns, rifles and shotguns, including shooting while moving, in proximity to other shooters, around vehicles and barricades, and under low-light conditions; the use of non-lethal and marking-cartridge ammunition, airsoft and blank-firing weapons; mechanical, ballistic and manual breaching with rams, Halligan tools, sledges, pry bars, shotguns and training doors; dynamic entry, room clearing, team tactics, vehicle operations and protective-detail exercises; defensive tactics, weapon retention, restraint and

force-on-force scenarios involving strikes, takedowns and grappling; tactical casualty-care instruction; and sustained physical exertion in adverse environmental conditions while wearing body armor and equipment.

2.2 Participant further acknowledges that such risks include, without limitation: gunshot wounds; injury from ricochet, fragmentation, splatter and debris; injury from non-lethal and marking ammunition; burns; hearing loss and tinnitus; ocular injury; lacerations, sprains, dislocations and fractures; head, neck, back and spinal injury, including concussion; heat- and cold-related illness and cardiac events; exposure to lead and other contaminants; vehicle collisions; injury caused by other participants, instructors or role players; loss of or damage to personal property; and **permanent disability, paralysis and death**. Certain risks cannot be eliminated without destroying the essential character of the Training, some risks are unknown or unforeseeable, and emergency medical care at a range or remote location may be delayed.

3. EXPRESS ASSUMPTION OF RISK

PARTICIPANT KNOWINGLY, VOLUNTARILY AND EXPRESSLY ASSUMES ALL RISKS ASSOCIATED WITH THE TRAINING, WHETHER KNOWN OR UNKNOWN, INCLUDING RISKS ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, OF OTHER PARTICIPANTS, OR OF ANY THIRD PARTY, AND ACCEPTS SOLE RESPONSIBILITY FOR ANY RESULTING BODILY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OF OR DAMAGE TO PROPERTY.

4. RELEASE AND WAIVER OF LIABILITY

4.1 TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT HEREBY FOREVER RELEASES, WAIVES, DISCHARGES AND RELINQUISHES ANY AND ALL CLAIMS AGAINST EACH OF THE RELEASED PARTIES ARISING OUT OF OR RELATING IN ANY WAY TO THE TRAINING, INCLUDING CLAIMS FOR BODILY INJURY, ILLNESS, DISABILITY, WRONGFUL DEATH, SURVIVAL, LOSS OF CONSORTIUM, AND LOSS OF OR DAMAGE TO PROPERTY. THIS RELEASE EXPRESSLY INCLUDES CLAIMS CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF ANY RELEASED PARTY, AND CLAIMS ARISING UNDER THEORIES OF STRICT LIABILITY, PREMISES LIABILITY, PRODUCTS LIABILITY, OR THE CONDITION OF ANY FACILITY, FIREARM, TOOL OR EQUIPMENT.

4.2 Participant intends this release to be construed and enforced as broadly and inclusively as permitted by the laws of the State of Texas. This release shall not apply to any Claim that, as a matter of law, may not be released.

5. COVENANT NOT TO SUE

5.1 PARTICIPANT COVENANTS AND AGREES NOT TO COMMENCE, MAINTAIN, PROSECUTE OR ASSERT, OR CAUSE OR PERMIT TO BE COMMENCED, ANY ACTION, PROCEEDING OR CLAIM AGAINST ANY RELEASED PARTY WITH RESPECT TO ANY CLAIM RELEASED HEREIN.

5.2 In the event of any breach of Section 5.1, Participant shall be liable for, and shall pay upon demand, all attorney's fees, costs and expenses incurred by any Released Party in the defense thereof.

6. INDEMNIFICATION AND DUTY TO DEFEND

6.1 PARTICIPANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO: (A) PARTICIPANT'S PARTICIPATION IN THE TRAINING; (B) ANY ACT OR OMISSION OF PARTICIPANT, INCLUDING PARTICIPANT'S NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT; (C) PARTICIPANT'S FAILURE TO COMPLY WITH ANY INSTRUCTION, COMMAND, SAFETY RULE OR RANGE RULE; (D) BODILY INJURY TO OR

DEATH OF ANY OTHER PARTICIPANT, INSTRUCTOR, EMPLOYEE, ROLE PLAYER OR THIRD PARTY CAUSED IN WHOLE OR IN PART BY PARTICIPANT; (E) LOSS OF OR DAMAGE TO ANY PROPERTY CAUSED BY PARTICIPANT; (F) ANY CLAIM ASSERTED BY PARTICIPANT, OR BY PARTICIPANT'S HEIRS, ESTATE, EMPLOYER OR EMPLOYER'S INSURER, IN BREACH OF THIS AGREEMENT; AND (G) ANY BREACH OF PARTICIPANT'S REPRESENTATIONS AND WARRANTIES HEREIN.

6.2 THE FOREGOING INDEMNITY AND DUTY TO DEFEND SHALL APPLY EVEN WHERE THE CLAIM IS CAUSED OR ALLEGED TO BE CAUSED IN PART BY THE NEGLIGENCE OF A RELEASED PARTY, EXCEPT TO THE EXTENT PROHIBITED BY LAW.

6.3 Praetorian shall have the right to select defense counsel for any Claim subject to this Section 6, and Participant shall bear the reasonable cost thereof.

7. OBLIGATIONS OF SPONSORING AGENCIES AND EMPLOYERS

7.1 Any agency, department, unit or entity that registers, sponsors or sends a Participant (a "Sponsoring Agency") represents that each such Participant is eligible, physically fit, properly equipped, and authorized by the Sponsoring Agency to attend the Training.

7.2 To the extent permitted by the Constitution and laws of the State of Texas and other applicable law, the Sponsoring Agency shall indemnify and hold harmless the Released Parties from Claims arising from the acts or omissions of its personnel. The Sponsoring Agency's workers' compensation and liability coverage shall be primary with respect to injury to its personnel, and, to the extent permitted by law, the Sponsoring Agency waives, and shall cause its insurers to waive, all rights of subrogation against the Released Parties.

7.3 Nothing herein shall be construed to require a governmental entity to undertake any obligation prohibited by law. A separate written agreement between Praetorian and a Sponsoring Agency shall control as to that Sponsoring Agency to the extent of any conflict, provided that each individual Participant shall nonetheless execute this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF PARTICIPANT

Participant represents and warrants that: (a) Participant is at least eighteen (18) years of age; (b) Participant is a sworn law enforcement officer, a member of the armed forces, or a vetted security professional, is not prohibited by federal, state or local law from possessing firearms or ammunition, and is not subject to any protective order or other legal disability bearing thereon; (c) Participant is in sound physical and mental health, is capable of safely engaging in strenuous training, and has disclosed in writing to the lead instructor, prior to Training, any medical condition, injury or medication that could affect Participant's safety or the safety of others; (d) Participant shall not participate while under the influence of alcohol, any controlled substance, or any medication that may impair judgment or performance, and shall not consume alcohol during any Training day or within twelve (12) hours before Training; and (e) all information furnished by Participant to Praetorian is true, correct and complete.

9. COMPLIANCE WITH SAFETY RULES; AUTHORITY OF INSTRUCTORS

9.1 Participant shall comply strictly and immediately with all firearms safety rules, range rules and course rules, and with every instruction and command issued by any Praetorian instructor or range safety officer. Any command to "cease fire," "stop" or "freeze" shall be obeyed instantly, and any person may call a cease-fire upon observing a safety hazard.

9.2 Live ammunition, loaded magazines and live weapons are prohibited in all force-on-force and non-lethal training areas. Participant consents to safety inspections and searches of Participant's person and equipment prior to entering any such area.

9.3 Praetorian's instructors and staff are authorized to inspect, unload, clear, take custody of, or prohibit the use of any firearm, ammunition or equipment, including Participant's personal property; to physically intervene to prevent or stop any unsafe act; and to suspend Participant's participation, remove Participant from any facility or Course, and report the matter to Participant's agency or to law enforcement. Participant consents to reasonable physical contact incident to instruction, safety inspections and any such intervention, and shall immediately depart the premises upon direction. A Participant removed for unsafe conduct, impairment or breach of this Agreement forfeits all fees paid.

9.4 Nothing in this Agreement shall limit or impair the right of any person to act in lawful self-defense or in lawful defense of a third person under the laws of the State of Texas. Any intentional or reckless conduct by Participant that endangers the life or safety of another person shall be reported to Participant's agency and to appropriate law enforcement authorities.

10. PERSONAL PROPERTY AND EQUIPMENT

Participant is solely responsible for the safe condition and lawful ownership of all firearms, holsters, ammunition, armor and equipment Participant brings to Training. Participant shall use only factory-new ammunition or ammunition furnished or approved by Praetorian; reloaded ammunition is prohibited absent prior approval of an instructor. The Released Parties shall have no liability for loss, theft or damage to Participant's personal property, including wear or damage resulting from ordinary training use. Participant shall be liable for any damage Participant causes to the equipment of Praetorian or to any facility.

11. CONSENT TO MEDICAL TREATMENT

Participant authorizes the Released Parties to render or arrange first aid and emergency medical treatment and transportation for Participant as they deem necessary. Participant acknowledges that instructors are not physicians and that any care rendered in good faith is within the scope of the release in Section 4. Participant shall be solely responsible for all costs of medical treatment and transportation.

12. PHOTOGRAPHY AND RECORDING

Participant consents to the photographing and recording of Training for safety review, instructional and promotional purposes. Praetorian shall not publish Participant's name or an identifiable image of Participant's face without Participant's consent, and shall not publish any image of a Participant who notifies the lead instructor, prior to Training, of an undercover assignment or other safety concern.

13. GENERAL PROVISIONS

13.1 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles. Any action arising out of or relating to this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located in the State of Texas, and Participant submits to the personal jurisdiction of such courts.

13.2 **Severability; Construction.** This Agreement is intended to be as broad and inclusive as permitted by law. If any provision is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall continue in full force and effect.

13.3 **Binding Effect; Third-Party Beneficiaries.** This Agreement shall be binding upon Participant and Participant's heirs, executors, administrators, personal representatives and assigns. Each Released Party is an intended third-party beneficiary of this Agreement and may enforce it.

13.4 **Survival.** This Agreement applies to the Course identified below and all Training conducted in connection therewith, and shall survive the completion or termination of such Course.

13.5 **Electronic Execution.** Pursuant to the Texas Uniform Electronic Transactions Act and the federal Electronic Signatures in Global and National Commerce Act, this Agreement may be executed electronically, and an electronic signature shall have the same force and effect as a handwritten signature.

13.6 **Entire Agreement.** This Agreement, together with Praetorian's Course Policies, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior representations. It may not be modified except by a writing signed by an authorized representative of Praetorian.

14. ACKNOWLEDGMENT OF UNDERSTANDING

PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ THIS AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT PARTICIPANT IS RELINQUISHING SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO RECOVER FOR THE NEGLIGENCE OF THE RELEASED PARTIES, AND IS ASSUMING OBLIGATIONS OF INDEMNITY AND DEFENSE. PARTICIPANT HAS HAD THE OPPORTUNITY TO ASK QUESTIONS AND TO CONSULT INDEPENDENT LEGAL COUNSEL, HAS RELIED ON NO REPRESENTATION NOT SET FORTH HEREIN, AND EXECUTES THIS AGREEMENT FREELY AND VOLUNTARILY.

PARTICIPANT EXECUTION

\n1\	\s1\
Participant printed name	Participant signature
\g1\	\d1\
Agency / employer	Date signed
\c1\	\e1\
Course and class start date	Emergency contact (name and phone)